

REQUEST FOR QUOTE (RFQ)

Internal Control Services

In Support Of:

**The Privacy and Civil Liberties Oversight Board
Office of the Chief Management Officer**

Issued to:

ALL CONTRACTORS under the GSA Professional Services Schedule (PSS)

874-1

Issued by:

**General Services Administration
National Capital Region
Assisted Acquisition Services
301 7th and D Streets
Washington DC, 20407**

July 20, 2016

NCR Project Number ID11160040

SECTION 1- SUPPLIES OR SERVICES AND PRICE/COSTS

1.1 ORDER TYPE

The contractor shall perform the effort required by this task order on a Firm-Fixed Price and Labor-Hour basis. The work shall be performed in accordance with all Sections of this TO and the offeror's General Services Administration (GSA) Professional Services Schedule (PSS) Contract under which the resulting TO shall be placed. The contractor shall provide a comprehensive solution that includes all materials, tools, equipment, expertise, and labor to perform the work required by this solicitation and the awarded task order.

1.2 SERVICES AND PRICES

Except as specified herein, the Contractor's labor rate/unit price for each skill category under each CLIN must include all costs for labor, material, equipment, etc., necessary to perform all requirements. All labor rates must be based on rates that are at or below the Contractor's Professional Services Schedule (PSS) pricing.

NOTE: The Contractor's Professional Services Schedule price list is applicable to this Task Order. All prices must be based on products/services contained on the Contractor's Professional Services Schedule (PSS) contract.

NOTE: Local travel will not be reimbursed.

1.2.1 PRICE/CEILING RATES

As the order amount is expected to exceed the Maximum Order Threshold (MOT), the contractor is requested to offer discounts to the maximum extent. The labor rates quoted shall be the maximum allowable prices for the duration of this order.

1.3 PRICING TABLES

NOTE: The NTE Ceiling Amount represents the maximum amount of the Government's liability. THE CONTRACTOR EXCEEDS THE CEILING AT ITS OWN RISK.

The following abbreviations are used in this price schedule:

CLIN: Contract Line Item Number

FFP: Firm-Fixed Price

LH: Labor-Hour

NTE: Not-to Exceed

SECTION 1- SUPPLIES OR SERVICES AND PRICE/COSTS**1.3.1 BASE PERIOD:**

FFP CLIN

CLIN	TASK DESCRIPTION	QUANTITY	UNIT	TOTAL FIRM FIXED PRICE
0001	Task Order Program Management (Task 1)	12	Month	

TOTAL BASE PERIOD FFP CLINS: 0001 \$ _____

LH CLINS

CLIN	Description	Total Hours	Hourly Rate	Total NTE Ceiling
0002	Financial Internal Control Program Manager Support (Task 2)			
0002AA	INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (0002AB . . .).			
0003	Risk Assessment (Task 3)			
0003AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (0003AB . . .).			
0004	Financial Workflow Processes and Key Internal Controls (Task 4)			
0004AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (0004AB . . .).			
0005	Key Internal Control Test Plan (Task 5)			
0005A	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY			

	(0005AB . . .).]			
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SECTION 1- SUPPLIES OR SERVICES AND PRICE/COSTS

CLIN	Description	Total Hours	Hourly Rate	Total NTE Ceiling
0006	Key Internal Control Testing (Task 6)			
0006AA	INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (0006AB . . .).]			
0007	Corrective Action Plan-Key Internal Controls (Task 7)			
0007AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (0007AB . . .).]			
0008	Internal Control and Auditing Consultation (Task 8)			
0008AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (0008AB . . .).]			

TOTAL BASE PERIOD LH CLINS: 0002 – 0008 \$ _____

TOTAL PRICE BASE PERIOD CLINS: 0001-0008 \$ _____

SECTION 1- SUPPLIES OR SERVICES AND PRICE/COSTS**1.3.2 FIRST OPTION PERIOD:**

FFP CLIN

CLIN	TASK DESCRIPTION	QUANTITY	UNIT	TOTAL FIRM FIXED PRICE
1001	Task Order Program Management (Task 1)	12	Month	

TOTAL FIRST OPTION PERIOD FP CLINS: 1001 \$ _____

LH CLINS

CLIN	Description	Total Hours	Hourly Rate	Total NTE Ceiling
1002	Financial Internal Control Program Manager Support (Task 2 - 2.4.2)			
1002AA	INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (1002AB ...).			
1003	Risk Assessment (Task 3)			
1003AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (1003AB ...).			
1004	Financial Workflow Processes and Key Internal Controls (Task 4)			
1004AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (1004AB ...).			
1005	Key Internal Control Test Plan (Task 5)			
1005A	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (1005AB ...).			

SECTION 1- SUPPLIES OR SERVICES AND PRICE/COSTS

CLIN	Description	Total Hours	Hourly Rate	Total NTE Ceiling
1006	Key Internal Control Testing (Task 6)			
1006AA	INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (1006AB . . .).]			
1007	Corrective Action Plan-Key Internal Controls (Task 7)			
1007AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (1007AB . . .).]			
1008	Internal Control and Auditing Consultation (Task 8)			
1008AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (1008AB . . .).]			

TOTAL FIRST OPTION PERIOD LH CLINS: 1002 – 1008 \$ _____

TOTAL PRICE FIRST OPTION PERIOD CLINS: 1001-1008 \$ _____

1.3.3 SECOND OPTION PERIOD:**FFP CLIN**

CLIN	TASK DESCRIPTION	QUANTITY	UNIT	TOTAL FIRM FIXED PRICE
2001	Task Order Program Management (Task 1)	12	Month	
2001A	Transition-Out Services (Task 9)	1	Month	

TOTAL SECOND OPTION PERIOD FFP CLINS: 2001-2001A \$ _____

SECTION 1- SUPPLIES OR SERVICES AND PRICE/COSTS

LH CLINS

CLIN	Description	Total Hours	Hourly Rate	Total NTE Ceiling
2002	Financial Internal Control Program Manager Support (Task 2)			
2002AA	INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (2002AB . . .).]			
2003	Risk Assessment (Task 3)			
2003AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (2003AB . . .).]			
2004	Financial Workflow Processes and Key Internal Controls (Task 4)			
2004AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (2004AB . . .).]			
2005	Key Internal Control Test Plan (Task 5)			
2005A	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (2005AB . . .).]			
2006	Key Internal Control Testing (Task 6)			
2006AA	INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (2006AB . . .).]			

SECTION 1- SUPPLIES OR SERVICES AND PRICE/COSTS

2007	Corrective Action Plan-Key Internal Controls (Task 7)			
2007AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (2007AB . . .).]			
2008	Internal Control and Auditing Consultation (Task 8)			
2008AA	[INSERT CONTRACTOR QUOTED LABOR CATEGORY(s) TO PERFORM THIS TASK. ADD ADDITIONAL ROWS AS NECESSARY (2008AB . . .).]			

TOTAL SECOND OPTION PERIOD LH CLINS: 2002 – 2008 \$ _____

TOTAL PRICE SECOND OPTION PERIOD CLINS: 2001-2008 \$ _____

GRAND TOTAL BASE AND OPTIONAL CLINS: 0001-2008 \$ _____

SECTION 2 - PERFORMANCE WORK STATEMENT

2.1 BACKGROUND:

The Office of the Chief Management Officer (“OCMO”) oversees the Privacy and Civil Liberties Oversight Board’s (“PCLOB” or “Board”) financial management, accounting, procurement, and budget functions in accordance with applicable laws and regulations. The OCMO consists of the functions of Budget, Finance, Procurement, and Internal Control and Risk Management. The OCMO produces all required financial reports to external agencies.

The OCMO is responsible for the implementation and management of enterprise wide internal controls and risk management, including, but not limited to, the Federal Managers’ Financial Integrity Act and OMB Circular A-123, “Management’s Responsibility for Internal Control,” Appendices B and C:

- A. Government Charge Card Programs
- B. Improper Payments Elimination and Recovery Act (IPERA)

It is the OCMO’s intent to build a Financial Internal Control Program based on documented workflow processes and identified internal controls. The program will detail the planning process to include the assessment scope, materiality analysis, risk assessment, and additional areas of focus such as assessing the acquisition function (OMB Circular A-123, section I and sections III), reviewing the shared service provider internal control reports, testing agency programs for sensitive payments (Appendix B), and testing for improper payments (Appendix C). The program will also include the workflow processes and flowcharts, identified risks, key internal controls to mitigate risks, and workflow process owner who will manage the assigned process. In addition, test plans will accompany each internal control.

A summary of financial testing will be provided to the Board’s Internal Control and Risk Management Officer for inclusion in the agency’s Statement of Assurance.

2.1.1 PURPOSE:

This performance work statement defines the government’s requirement to obtain professional documentation and internal control maturity services for financial workflow processes within the PCLOB OCMO.

SECTION 2 - PERFORMANCE WORK STATEMENT

2.1.2 AGENCY MISSION:

The Privacy and Civil Liberties Oversight Board (“PCLOB” or “Board”) is an independent, bipartisan agency within the executive branch that “analyzes and reviews actions the executive branch takes to protect the Nation from terrorism, ensuring that the need for such actions is balanced with the need to protect privacy and civil liberties” and “ensures that liberty concerns are appropriately considered in the development and implementation of laws, regulations, and policies related to efforts to protect the Nation against terrorism.” 42 U.S.C § 2000ee(e). The Board is comprised of five board members and a small staff to support the PCLOB’s mission.

2.2 SCOPE:

The Contractor shall provide professional expertise and skill to fill the required needs, as tasked, of the OCMO as follows:

- Interviewing personnel, identifying financial risk, writing process workflows along with the supporting flowcharts depicting the process;
- Identifying key internal controls and designing appropriate tests of controls as well as designing a monitoring program for workflow and internal control management and;
- Advisory support in recommending workflow efficiencies.

2.3 OBJECTIVE:

The objective of this effort is for the contractor to assist the PCLOB OCMO with the following goals:

- Documenting existing workflow processes;
- Identifying gaps and recommending and establishing new workflows for identified gaps;
- Identifying financial risks;
- Identifying key internal controls; and designing a continual monitoring/testing program of financial processes based on risk.

Assisting the PCLMB OCMO in preparing the Financial Internal Control Plan that will contain the key controls to be tested and an annual test schedule.

2.4 TASKS

2.4.1 TASK 1 TASK ORDER PROGRAM MANAGEMENT

The contractor shall participate in a Government-scheduled, Kick-Off Meeting after task order award. Key prime contractor and any subcontractor personnel shall participate in the Kick-Off meeting. The purpose of this Kick-Off Meeting is to (1) aid both the Government and contractor personnel in achieving a clear and mutual understanding of all requirements, and (2) identify and resolve potential problems. The contractor shall be prepared to discuss any issues requiring clarification and gather information necessary for the Project Management Plan.

The Kick-Off Meeting shall include, but not be limited to, the following topics:

- Program Review
- Existing and Planned Applications and Technical Initiatives
- Personnel
- Security

The Government and contractor will schedule the Kick-Off Meeting. It is anticipated that the Kick-Off Meeting shall be held within 5 days business days after award. The contractor shall begin preparation of a Transition-In Plan immediately following successful completion of the Kick-Off Meeting.

2.4.1.1 Internal Controls Initial Assessment and Project Management Plan

The OCMO intends to develop a roadmap for a Financial Internal Control Program based on documented workflow processes and identified key internal controls. The Project Management Plan shall be maintained throughout the task order period of performance and shall be used as a foundation for information and resource management planning . The contractor shall deliver the Project Management Plan to the Government within 14 work days after task order award.

The Project Management Plan shall include, but not be limited to, the following

- Status of current and planned tasks and subtasks
- Base schedule overlaid with actual schedules, for each task
- Project Organization
- Project Transition Processes and Schedule
- Process Management and Control
- Overall Organizational Structure
- Project Responsibilities to include process flowcharts for all major tasks
- Task dependencies and interrelationships
- Contractor personnel assignments and duration (Staffing Plan)
- Deliverables (draft, interim, final, etc.),
- Contingency Plans (where appropriate),

- Quality Control plan
- Risk Management plan
- Subcontract Management (organization of personnel, software and hardware)
- Monitoring mechanisms including Program Metrics
- Initial senior management interviews to inventory business processes and systems, and an assessment of the control environment which shall include PCLOB's organization structure and culture for effective internal controls, identified gaps, and recommendations for improvement
- A work breakdown structure for implementing the PCLOB Financial Internal Control Program in order to successfully pass an internal audit in March 2017
- Automated Tools, Techniques, and Methods

The contractor shall keep the Project Management Plan up-to-date, be accessible electronically at any time, and be prepared to brief any Project Plan content to the Government at short notice (within 24 hours). The Project Management Plan shall be used as a foundation for the Monthly Status Report.

2.4.1.2 Monthly Status Reporting

The contractor shall provide a Monthly Status Report (MSR) that is due by the close of business (COB) of the 10th workday of each month. This report shall analyze the current task order and provide task order accounting information. The monthly status report shall include, but is not limited to, the following elements:

- A summary of work performed by task area for the reporting period
- Milestones and update against tasks/activities
- Progress toward open efforts
- Total billed hours
- Burdened cost
- Matrix of actual hours vs. planned with variances and an explanation of significant variances for current period and actual vs. planned hours cumulative to date.

The contractor shall also provide a rolled-up summary of the task order to date. The contractor shall also reconcile within the monthly report the above contractor-provided information with each invoice such that they can be matched month by month.

2.4.1.3 Quality Assurance

The contractor shall institute and maintain a capability to ensure the quality of the deliverable and services required under this task order. The contractor shall apply industry standards and best practices. Quality assurance practices in program management to include, at a minimum, identification of quality control factors and processes, evaluation methods, and process improvement.

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The contractor shall prepare a Quality Control Plan (QCP) and perform quality control functions in accordance with the Plan. The contractor shall deliver quality control reports as described in the government-approved QCP. The QCP may be modified as the project progresses by coordinated approval of the contractor and the government.

2.4.2 TASK 2 Financial Internal Control Program

The OCMO intends to develop a Financial Internal Control Program based on documented workflow processes and identified key internal controls. The program will detail the processes; identify risks and internal controls to mitigate risk (with key controls identified); describe a rotating key internal control test schedule; and identify the workflow process owner who will manage the process. The contractor shall provide a program document that, at a minimum includes:

- Overview of the program;
- Description of the planning phase to assess internal control over financial reporting;
- Description of the scope of the testing and the source of financial reports to be used;
- Description of the application of the calculation of materiality thresholds;
- Identification of significant financial accounts to be tested;
- Description of major financial business cycles;
- Identification of financial management systems;
- Preliminary risk assessment;
- List of all documentation that will be provided at the conclusion of testing;
- Description of the process level testing methodology;
- Sample size considerations;
- Test schedule and;
- Description of corrective action plan.

2.4.3 TASK 3 Risk Assessment

The Contractor shall identify and evaluate events that could positively or negatively affect the achievement of the Office of the CMO's objectives. Such events will be identified within the

SECTION 2 - PERFORMANCE WORK STATEMENT

CMO's operating environment (e.g., people, processes, and infrastructure). The risk assessment will address the following objectives:

- Reporting requirements to external stakeholders such as the Office of Management and Budget;
- Reporting requirements to internal users such as the Board members;
- Information technology as it pertains to the accounting and personnel systems maintained by the shared service provider;
- Acquisition processing efficiencies as they pertain to contract obligations and deobligations and their input to the accounting system and;
- Organizational structure that includes training of OCMO personnel; structural changes to increase efficiency and/or effectiveness.

The possible risks deemed likely to occur shall be rated in terms of impact (severity) and likelihood (or probability), both on an inherent basis and residual basis. The product should allow the OCMO to develop response strategies.

2.4.4 TASK 4 Financial Workflow Processes and Key Internal Controls

The contractor shall document current financial workflow processes within the OCMO. The contractor shall:

- Provide written narratives and supporting flowcharts for each financial workflow based on in-person interviews;
- Document risks identified within the workflows. Ensure each risk identified is supported by federal regulation or internal control standard;
- Document the supporting federal regulation or internal control standard for each identified risk;
- Identify key internal controls within the financial processes (includes both narratives and flowcharts). Ensure identification can be traced between the narrative, flowchart and the Control Evaluation Matrix (CEM);
- Utilize a standard Control Evaluation Matrix (CEM) or other format as tasked by the government to inventory risks, key controls, and subsequent testing;
- Utilize currently documented processes as a baseline to initiate work (For example, the Financial Management Manual and previously documented workflows);
- Narrative and flowchart formats will be coordinated with the government;

- Design a continuous monitoring program to ensure all financial workflow processes, key internal controls, and documentation are kept current;
- Maintain documentation in a central physical binder(s) as well as electronically (e.g., narratives, flowcharts, testing) (location guidance provided by the government);
- Identify gaps in financial workflow processes and provide recommended narratives and supporting flowcharts for functions, which currently not performed as required by federal guidelines and;
- Identify information system (IS) controls which consist of those internal controls that are dependent on information systems processing and include general controls and application controls and any gaps in IS audit objectives within the context of general and business process application controls.

2.4.5 TASK 5 Key Internal Control Test Plan

The contractor shall design and document a Financial Internal Control Test Plan based on the products completed in section 2.4.1 of this document. At a minimum, the contractor shall include in the plan:

- Overview of the test plan;
- Business process or cycle in which the control resides;
- Control number (should agree to previously written documentation);
- Control frequency;
- Description of test population;
- Description of sample size and methodology to be used to obtain the sample size;
- Type of testing to be performed;
- Evidence to be used for testing;
- Definition of a test failure;
- Identification of individuals to perform the tests and;
- Date the tests will be performed.

2.4.6 TASK 6 Key Internal Control Testing

The contractor shall perform key internal control testing based on the Key Internal Control Test Plan completed in section 2.4.4 of this document. The contractor shall:

- Test key internal controls identified;
- Document the results of the key internal control tests in the Control Evaluation Matrix and;
- Provide a written summary of the results of the key internal control testing in addition to the Corrective Action Plan in section 2.4.7.

2.4.7 TASK 7 Corrective Action Plan – Key Internal Controls

The Contractor shall provide a Corrective Action Plan documenting the key internal controls that failed testing. The Contractor shall provide:

- The key internal control that has more than one failure in a sample population;
- The workflow that contains the failed key internal control;
- The element(s) of the key internal control that failed and;
- Recommendations that may address such items as correcting the control or a workflow modification.

2.4.8 TASK 8 Internal Control and Auditing Consultation

The contractor shall:

- Provide subject matter expertise on all Federal regulations and policies relative to Internal Controls and;
- Provide audit analysis and support as required.

2.4.9 TASK 9 Transition-Out Services

The contractor shall perform all services necessary to transition the work performed under this task order to the Government or another contractor at the conclusion of this task order. The transition shall be performed without any interruption or degradation in any services. The contractor shall perform all transition-out services necessary to provide a smooth and efficient transition.

The contractor shall provide a Transition-Out Plan NLT 90 calendar days prior to expiration of the TO. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition

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from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes
- b. Points of contact
- c. Location of technical and project management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor to contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel
- g. Schedules and milestones
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings.

All deliverables required under this contract shall be packaged, marked and shipped electronically in accordance with this Task Order. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

Identified below are the required electronic formats, whose versions must be compatible with Microsoft 2003 or more recent versions.

- Text Microsoft Word
- Spreadsheet Microsoft Excel
- Briefings Microsoft PowerPoint
- Drawings Microsoft Visio
- Schedules Microsoft Project

SECTION 3 – PACKAGING AND MARKING

3.1 PACKAGING

All reports and deliverables that are in hard copy format, as opposed to electronic format, and that are physically transported through the U.S. mail or private courier services, are to be securely packaged using the contractor's best practices. Materials produced under this task order are to be handled by the contractor as confidential documents and marked For Official Use Only (FOUO).

3.2 MARKING

All reports and deliverables that are in hard copy format, as opposed to electronic format, and that are physically transported through the U.S. mail or private courier services, are to be addressed to the individual at the office or floor at the end destination, with the outside package clearly marked to indicate the order number and the recipient's office telephone number.

SECTION 4 – INSPECTION AND ACCEPTANCE

4.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO shall be performed by the following Client Technical Point of Contact: **(will be provided after award)**:

Client Technical Point of Contact: XXXXX

Address: XXXXXX

Email: XXXXXXXX

Final acceptance for invoice approval and payment will be done by the GSA COR.

4.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the Contracting Officers Representative (COR) and Client Technical Representative. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period Not to Exceed (NTE) 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

4.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the TO, the contractor's quote and relevant terms and conditions of the PSS contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the COR.

SECTION 4 – INSPECTION AND ACCEPTANCE

4.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays from Government receipt of the draft deliverable.

Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

4.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The CO/COR will provide written notification of acceptance or rejection of all final deliverables within 15 workdays. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

4.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will not pay the fixed price associated with the non-conforming products or services.

SECTION 5 – DELIVERIES OR PERFORMANCE

5.1 PERIOD OF PERFORMANCE

The period of performance for this TO is one (1) base year from date of award and two, one-year options.

5.2 PLACE OF PERFORMANCE

The place of performance shall be 2100 K Street NW, Washington, DC 20427.

5.3 TASK ORDER SCHEDULE AND MILESTONE DATES:

The following schedule of milestones will be used by the COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

NLT: No Later Than

TOA: Task Order Award

All references to Days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

All deliverables shall be based on GAO audit guidance and OMB circular A-123, Appendices A through C or most recent control related GAO or OMB guidance.

The contractor shall deliver the deliverables listed in the following table:

Milestone/Deliverable	CLIN	SOW Reference	Calendar Days After TO Start
Kick-Off Meeting	0001	2.4.1	5 business days after TO award
Internal Controls Initial Assessment and Project Management Plan	0001	2.4.1.1	14 business days after TO award Develop/Maintain 365
Monthly Status Reports	0001	2.4.1.2	Monthly, on 5 th business day of every month
Quality Control Plan	0001	2.4.1.3	14 business days after TO award Develop/Maintain 365
Financial Internal Control Plan	0002	2.4.2	TBD by Project Management Plan
Risk Assessment	0003	2.4.3	TBD by Project Management Plan
Financial Workflow Processes and Key Internal Controls	0004	2.4.4	TBD by Project Management Plan

SECTION 5 – DELIVERIES OR PERFORMANCE

Milestone/Deliverable	CLIN	SOW Reference	Calendar Days After TO Start
Key Internal Control Test Plan	0005	2.4.5	TBD by Project Management Plan
Key Internal Control Testing	0006	2.4.6	TBD by Project Management Plan
Corrective Action Plan – Key Internal Controls	0007	2.4.7	TBD by Project Management Plan
Internal Control and Auditing Consultation	0008	2.4.8	14 business days after TO award Develop/Maintain 365
Transition-Out Services Transition Out Plan	0009	2.4.9	No later than 90 days prior to TO Expiration

5.4 PUBLIC-RELEASE OF CONTRACT DOCUMENTS REQUIREMENT:

The contractor agrees to submit, within ten workdays from the date of the CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

5.5 DELIVERABLES MEDIA:

The contractor shall deliver all electronic versions by email and removable electronic media.

SECTION 5 – DELIVERIES OR PERFORMANCE

The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- Text MS Word
- Spreadsheets MS Excel
- Briefings MS PowerPoint
- Drawings MS Visio
- Schedules MS Project

5.6 PLACE(S) OF DELIVERY:

Unclassified deliverables or correspondence shall be delivered to the Client Technical Point of Contact at the following address:

(Will be provided after award)

In addition, all unclassified reports and deliverables should be submitted electronically through GSA's electronic task order system (ITSS) at:

<https://portal.fas.gsa.gov/web/guest>

All correspondence shall be delivered to the COR at the following address:

GSA FAS AAS
ATTN: Bonnie Green, COR
301 7th and D Streets, S.W. Room 6109
Washington DC, 20407
Telephone: (202) 708-5888

Email: Bonnie.Green@gsa.gov

SECTION 6 – CONTRACT ADMINISTRATION DATA

6.0 CONTRACTING OFFICER’S REPRESENTATIVE (COR):

The CO will appoint a COR in writing for each TO through a COR Appointment Letter that will be provided to the contractor upon award (Section 9, Attachment A). The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

6.1 CONTRACT ADMINISTRATION

Contracting Officer:

Phyllis Lyles
GSA FAS AAS
301 7th and D Streets, S.W.
Washington DC, 20407
Telephone: (202) 708-7704
Email: Phyllis.Lyles@gsa.gov

Contracting Officer’s Representative:

Bonnie Green
GSA FAS AAS
301 7th and D Streets, S.W.
Washington DC, 20407
Telephone: (202) 708-5888
Email: Bonnie.Green@gsa.gov

NOTE: In order to be considered for award, all vendors must be registered in the IT Solutions Shop (ITSS) System. Any contractor that is not registered at time of award shall not be considered for award. Contractors can register at:

https://web.itss.gsa.gov/itss/v41_helpdocs.nsf/HomeTellMeRegAbout/About+Contractor+Registration?OpenDocument

SECTION 6 – CONTRACT ADMINISTRATION DATA

6.2 INVOICE SUBMISSION INSTRUCTIONS:

The contractor shall provide invoice backup data, including labor categories, and rates. The contractor shall submit invoices by logging into Assist Portal: <https://portal.fas.gsa.gov> and creating the invoice for that order.

The data elements below shall be included on each submitted invoice.

Task Order Number: (from Standard Form 1449, Block 4.)
Paying Number: (ACT/DAC NO.) (From Standard Form 1449, Block 1.)
NCR Project No.: ID11160042
Project Title: Internal Control Services in Support of the Privacy and Civil Liberties Oversight Board.

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The Contractor shall provide invoice backup data, including labor categories, rates, and quantities of labor hours.

A proper invoice shall be submitted monthly and not later than 5 working days after acceptance by the Government of the product, service, and/or price item. A separate invoice shall be submitted on official company letterhead with detailed costs for each of the following categories:

- Total labor charges
- Travel and per diem charges
- Total invoice amount
- Prompt payment discount offered (if applicable)

No charges will be paid by the Government that are not specifically detailed in the individual task order and specifically approved in the underlying contract. Copies of contractor paid invoices, receipts, and travel vouchers completed in accordance with Federal Travel Regulations (FTR) shall be maintained by the contractor and made available to the Government upon request. In addition to the above information, the invoice shall include the following minimum task identification:

- GSA Task Order Number
- Accounting Control Transaction (ACT) number
- Period of Performance (month services performed for work request task orders, month deliverable completed for fixed price task orders).
- Invoice Number
- Client name and address

SECTION 6 – CONTRACT ADMINISTRATION DATA

When the paying office is GSA, the original of each invoice, with supporting documentation, shall be submitted to the GSA Paying Office designated in Block 24 of the GSA Form 300. In those cases where the paying office is other than GSA, the invoice/paying office will be as specified in the order. One additional electronic copy (in Excel format) of each invoice, with supporting documentation, shall be submitted to the address as designated in the order. Invoices for final payment must be so identified and submitted when tasks have been completed and no further charges are to be incurred. These close-out invoices, or a written notification that final invoicing has been completed, must be submitted to the ordering agency within 30 days of task order completion. A copy of the written acceptance of task completion must be attached to final invoices. If the contractor requires an extension of the 30- day period, a request with supporting rationale must be received prior to the end of the 30-day period. Labor hours of subcontractors shall not be billed at a rate other than the fully burdened hourly rates agreed to in the task order or at a rate specifically authorized.

For other direct costs such as equipment, travel, per diem, subcontractor labor, etc., invoices shall reflect the contractor's actual expense for the item, plus General and Administrative charges (G&A) These charges shall not exceed limits specified in the task order. No charges will be paid by the Government that are not specifically detailed in the individual task order and specifically approved in the underlying contract. Copies of contractor paid invoices, receipts, and travel vouchers completed in accordance with Federal Travel Regulations (FTR) shall be maintained by the contractor and made available to the Government upon request.

6.3 INVOICE REQUIREMENTS:

6.3.1 LABOR HOUR (LH) CLINs:

The contractor may invoice monthly on the basis of cost incurred for the LH CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section 1.2), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company labor category
- c. Employee labor category
- d. Monthly and total cumulative hours worked
- e. Corresponding TO ceiling rate
- f. Cost incurred not billed

SECTION 6 – CONTRACT ADMINISTRATION DATA

6.3.2 FIRM-FIXED-PRICE (FFP) CLINs:

The contractor may invoice as stated in Section 1 for the FFP CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All costs shall be reported by CLIN element (as shown in Section 1.2) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP (insert period of performance – as stated in Section 1)
- b. Cost incurred not billed
- c. Contractor may invoice 1/12th of the total FFP for the period each month

SECTION 7 – SPECIAL CONTRACT REQUIREMENTS

7.0 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government encourages and will evaluate additional Key Personnel as proposed by the offeror.

1. Program Manager

7.1 PROGRAM MANAGER

The contractor shall identify a PM to serve as the Government’s primary POC. The PM is required to provide overall leadership and guidance for all contractor personnel assigned to the TO including assigning tasks to contractor personnel, supervise on-going technical efforts, and manage overall TO performance. The PM is responsible for the quality and efficiency of the TO, to include both technical issues and businesses processes. It is required that the PM be an employee of the prime contractor and have the authority to commit the contractor’s organization and make decisions for the contractor’s organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual or programmatic, and resource limiting issues.

It is required that the PM has the following qualifications:

- a. A Bachelor’s degree or higher in finance, accounting, management, or a related field.
- b. A minimum of 6 years of demonstrated experience as a Program Manager in financial workflow processes and internal controls.
- c. A TS/SCI clearance.
- d. Should possess one or more of the following certifications: A Certified Internal Auditor (CIA), Certified Internal Control Auditor (CICA), Certified Public Accountant (CPA) with audit experience, Certified Information Systems Auditor (CISA), Project Management Professional (PMP) with audit experience or equivalent certification.

7.2 Senior Internal Controls Analyst/Consultant

The contractor should identify a Senior Internal Control Analyst who will perform major segments of engagement. The Senior Internal Control Analyst act as liaison between project staff and project manager and will supervise and provide technical guidance for on-site project staff.

It is required that the Senior Internal Control Analyst has the following qualifications:

- a. A Bachelor’s degree or higher in finance, accounting, management, or a related field.
- b. A minimum of 2 years of demonstrated experience audit, accounting, or financial and management advisory services experience related to financial workflow processes and

internal controls.

- c. A TS/SCI clearance.
- d. Should possess one or more of the following certification: Certified Internal Auditor (CIA), Certified Internal Control Auditor (CICA), Certified Public Accountant (CPA) with audit experience, Certified Information Systems Auditor (CISA), or equivalent certification.

7.2 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the CO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement) or FAR 52.249-8, Default (Fixed-Price Supply and Service).

7.3 SECURITY REQUIREMENTS

PCLOB's offices are located within a Sensitive Compartmentalized Information Facility (SCIF). All employees must possess a TS/SCI clearance in order to work inside the facility. The quote should demonstrate current ability to provide cleared personnel. Bidders will be afforded the opportunity to obtain the capacity to provide cleared personnel.

This task order requires all personnel, including subcontractors and Independent Consultants, performing work on this task order to possess a TS/SCI clearance on the first day of performance. Contractor personnel must hold the designated clearance level and have been cleared for access prior to any performance.

7.3.1 HOMELAND SECURITY PRESIDENTIAL DIRECTIVES-12 (HSPD-12)

The contractor shall comply with agency personal identity verification procedures identified in the TOR that implement Homeland Security Presidential Directive - 12 Information Processing Standards Publication (FIPS PUB) Number 201. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal Information system. Work on this project may require contractor personnel to have access to limited information to fully integrate financial, operational, procurement, and personnel data.

The contractor shall adhere to all security-related laws, requirements, and regulations that bind the Government. The contractor shall have all staff members complete a confidentiality

agreement prior to working under this contract. Contractor personnel involved in the management, operation, programming, maintenance, and/or use of information technology shall be aware of these responsibilities and fulfill them.

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the TO. The contractor shall implement procedures to ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of sensitive Government information, data, and/or equipment. The contractor's procedures shall be consistent with Government and Army policies.

The contractor shall also protect all Government data, equipment, etc. by treating all information in its custody as sensitive. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

7.4 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government shall provide PCLOB Policies and Procedures documents as applicable.

7.5 GOVERNMENT FURNISHED PROPERTY (GFP)

PCLOB will furnish contractor personnel working on the Task Order PIV cards and desktop computers.

7.6 INFORMATION ASSURANCE

The Contractor shall be responsible for properly protecting all information used, gathered, disclosed, or developed because of work under this task order. The Contractor shall also protect all government data by treating information as sensitive. If Contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of this data is subject to the Privacy Act and will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

7.7 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

7.7.1 ORGANIZATIONAL CONFLICT OF INTEREST

If the contractor has or is currently providing support or anticipates providing support to the PCLOB, that creates or represents an actual or potential organizational conflict of interest (OCI), the contractor shall immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5. The contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the contractor (and any subcontractors, consultants or teaming partners) agrees to disclose information concerning the actual or potential conflict with any quote for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

7.7.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Execute and submit an Corporate Non-Disclosure Agreement (NDA) Form (Section 9 - List of Attachments, (insert Attachment reference)) prior to the commencement of any work on the TO, and
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or quote information, or source selection information.

All proposed replacement contractor personnel also must submit a Non-Disclosure Agreement and be instructed in the requirements of FAR 3.104.

Any information provided by contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

7.8 DATA RIGHTS

The Contractor shall adhere to FAR clauses 52.227-14 Alt and 52.212-4b which are incorporated herein by reference.

The Government has unlimited rights to all documents/material produced under this BPA including editable source files. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of the ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. The right does not abrogate any other Government rights under the applicable Data Rights clause(s).

All data collected by the Contractor or provided to the Contractor in the performance of this contract are the property of the Government. The Government retains all rights to the data used and all derivative works developed by the Contractor including editable files. The Contractor agrees that during performance of the contract and for a period of six (6) years after the completion of performance of this contract, the Contractor, including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not:

Supply information or material received from this contract, to the public or to any firm participating in or having a known prospective interest in the subject matter areas for which the

sensitive information such as the name or mission of the government agency/department that provided the data was initially submitted.

No information or work product shall be used, published, or distributed by the contracted audit firm without specific permission from the Government.

The Government shall have the right to use all commercially developed and privately funded information or work products delivered under the awarded contract in accordance with, and subject to, the published agreements and restrictions that accompany that data.

7.9 SUPERVISION OF CONTRACTOR PERSONNEL

The contractor-supplied personnel are employees of the contractor and under the administrative control and supervision of the contractor. The contractor, through its personnel, shall perform the tasks prescribed in the task order. The contractor shall select, supervise, and exercise control and direction over its employees under this task order. The contractor shall not supervise, direct, or control activities of government personnel or the employees of any other contractor. The Government shall not exercise any supervision or control over the contractor in the performance of contractual services under the task order. The contractor is accountable to the government for the action of its personnel.

SECTION 8 – CONTRACT CLAUSES

8.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: <https://www.acquisition.gov/far/>

Clause No	Clause Title	Date
52.204-2	Security Requirements	(Aug 1996)
52.215-1	Instructions to Offerors-Competitive Acquisition	(Jan 2004)
52.227-14	Rights In Data – General	(Dec 2007)
52.232-33	Payment by Electronic Funds Transfer- Central Contractor Registration	(Oct 2003)
52.244-6	Subcontracts for Commercial Items	(Dec 2010)
52.246-4	Inspection of Services (Fixed-Price)	(Aug 1996)
52.246-6	Inspection –Time and Material and Labor Hour	(May 2001)
52.251-1	Government Supply Sources	(Aug 2010)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to

SECTION 8 – CONTRACT CLAUSES

a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

EXERCISE OF OPTIONS

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of any task order period.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor upon expiration of this contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause shall not exceed three (3) years.

SECTION 9 – LIST OF ATTACHMENTS

Attachment	Title
A	COR Appointment Letter
B	Key Personnel Qualification Matrix (to be removed at time of award)
C	Contractor Non-Disclosure Agreement
D	Certificate of Non-Disclosure Agreement for Contractor Employees
E	Project Staffing Plan Table
F	Corporate Experience Template
	1449 – (stand alone attachment)

**SECTION 10 – REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR RESPONDENTS**

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SECTION 11 – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

11.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at:

<http://www.acquisition.gov/far>.

Clause No	Clause Title	Date
52.215-1	Instructions to Offerors-Competitive Acquisition	(Jan 2004)
52.232-38	Submission of Electronic Funds Transfer Information with Offer	(May 1999)

11.2 GENERAL INSTRUCTIONS:

- a. Contractors shall furnish the information required by this solicitation. Contractors shall sign the Standard Form 1449, Block 30. A Standard Form (SF) 1449, "Solicitation/Contract/Order for Commercial Items," completed and signed by the contractor, constitutes the contractor's acceptance of the terms and conditions of the proposed TO. Therefore, the SF 1449 must be executed by a representative of the contractor authorized to commit the contractor to contractual obligations.
- b. Contractors are expected to examine this entire solicitation document including the Contract. Failure to do so will be at the contractor's own risk.
- c. The Government may make award based on initial quotes received, without discussion of such quotes. Accordingly, each initial quote should be submitted in as complete form as possible and without exception to any provision. Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001.
- d. The Government reserves the right to conduct discussions if the Government, in its sole discretion, determines that discussions are in the Government's best interest.
- e. Contractors submitting restrictive data will mark it as follows in accordance with the FAR 52.215-1, Instructions to Contractors - Competitive Acquisition, which is incorporated by reference. Clause 52.215-1 states: "Contractors who include in their quotes data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall –

Mark the title page with the following legend:

SECTION 11 – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

"This quote includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this quote or quotation. If, however, a TO is awarded to this contractor as a result of--or in connection with--the submission of this data, and the Government incorporates the quote as part of the award, the Government shall have the right to duplicate, use, or disclose the data. Also, this restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)"; and

Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quote."

- f. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
- g. The Government will not pay any Contractor for preparation of their submission.
- h. Contractors must submit their responses by the date and time specified on the Standard Form 1449. Late responses will be rejected and not considered for award.

11.3 SUBMISSION OF QUESTIONS:

Offerors are requested to submit their questions grouped by solicitation Section and make reference to the particular Section/Subsection number. Questions must be received before the date specified for receipt of questions. Questions must be received by July 28, 2016 at 1:00 p.m. EST. **Questions or requests for extension submitted after the cut-off date will not be considered.**

Questions are to be submitted to:

phyllis.lyles@gsa.gov and cc:bonnie.green@gsa.gov

Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation.

11.4 TYPE AND ESTIMATED VALUE OF TASK ORDER:

A hybrid type task order consisted of Firm-Fixed Price and Labor Hour CLINs will be awarded as a result of the solicitation. The total estimated FFP and LH of the Task Order are between \$1,500,000.00 and \$ 1,700, 000.00.

SECTION 11 – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

11.5 SYSTEM FOR AWARD MANAGEMENT

In order to be considered for award, all Contractors must have an active registration in the System for Award Management (SAM) <https://www.sam.gov>.

11.6 SUBMISSION OF QUOTES

All quotes shall be submitted into ITSS at: <https://portal.fas.gsa.gov/web/guest> and via email to Phyllis.Lyles@gsa.gov and Wendy.Wallace@gsa.gov. The contractor must be currently registered in ITSS to submit a quote.

Each quote shall be in two (2) parts.

11.6.1 Part I is the written Price quote and shall contain the following:

- Solicitation/Contract/Order for Commercial Items (SF 1449) (TAB A),
- Completed pricing tables in Section 1 – Supplies or Services and Prices/Costs (TAB B),
- Price Supporting Documentation (TAB C),
- Organizational Conflict of Interest Statement (TAB D), and
- Vendor's Schedule Price List for all products/services proposed (TAB E)

NOTE: Except as specified herein, the contractor's labor hour rates for each skill category under each CLIN must include all costs for labor, material and equipment necessary to perform the tasks required by this RFQ.

NOTE: Except as specified herein, the contractor's FFP for each CLIN must include all costs for labor, material and equipment necessary to perform the tasks required by this RFQ.

NOTE: No Assumptions, Conditions, Exceptions are permitted. Any response containing Assumptions, Conditions, or Exceptions will be rejected and is ineligible for award.

11.6.2 Part II, is the written Technical quote and shall contain the following (page limitations are indicated in the parentheses following each item):

- a. Technical Approach (10 pages)
- b. Project Staffing Plan Table (no page limit)
- c. Key Personnel Qualification Matrix [limited to 5 pages for each Key Person (including any additional Key Personnel proposed by the offeror), not including the signed Letter of Commitment or applicable certifications]
- d. Corporate Experience (10 pages)

NOTE: The technical portion must not exceed the page limits defined in Section 11.8 inclusive of text and graphics. Text must be in a font equivalent to Times New Roman, Font 12, or larger. Graphics may be in a format as selected by the Contractor. Attached, incorporated or referenced

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documents in the quote are included in the page length total. Quote pages exceeding the page limits will not be evaluated.

NOTE: One double-sided sheet of paper is equivalent to 2 single-sided sheets of paper of printed material.

NOTE: The technical portion shall not contain any pricing information whatsoever.

NOTE: The Contractor shall submit Parts I and II on the due date indicated on the Standard Form 1449. Late quotes will be rejected and not considered or evaluated for award.

NOTE: Pages in the contractor's response that exceed the maximum page lengths identified in this RFQ will be disregarded and not considered or evaluated for award. Attached, incorporated or referenced documents in the quote are included in the page length total.

NOTE: No Assumptions, Conditions, Exceptions are permitted. Any response containing Assumptions, Conditions, or Exceptions will be rejected and is ineligible for award.

11.7 PART 1 - WRITTEN PRICE QUOTE - CONTENTS

Written Price Responses shall be submitted in an electronic copy.

The response shall contain the following tabs:

- a. Solicitation, Offer and Award (SF 1449) (Tab A). When completed and signed by the offeror constitutes the offeror's acceptance of the terms and conditions of the proposed TO. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. Offerors shall sign the SF 1449 in Block #17.
- b. Completed Pricing Tables provided in Section 1.3 - Supplies or Services and Prices/Costs (Tab B). The offeror shall indicate the price to be charged for each skill category/CLIN in the pricing tables provided in RFQ **Section 1 rounded to the nearest whole dollar**. Failure to accurately and completely fill-in the provided pricing tables will result in rejection of the quote.
- c. Price Supporting Documentation (Tab C). The information requested in the quote is required to enable the Government to perform a price analysis for reasonableness. The Vendor shall prepare one summary schedule (Section 1.3) which provides the Total FFP and LH amount for each CLIN and the Total amount offered. Along with the summary schedule, the Vendor is required to provide full back-up documentation for each CLIN and Task Area. The back-up documentation shall detail the labor categories to be used and labor hours proposed by category.
- d. Organizational Conflict of Interest Statement (Tab D). The offeror and each subcontractor, consultant, and teaming partner shall complete and sign an Organizational Conflict of Interest (OCI) Statement. The OCI Statement shall disclose all projects that are any in any way related to the work under this TO.

- e. Vendor's Schedule Price List for all products/services proposed (TAB E). The contractor shall submit its Schedule price list for all services quoted. All services quoted must be on the vendor's schedule contract or the schedule contract of a team member. If a teaming arrangement is contemplated, all team members must submit schedule price lists.

NOTE: Failure to have all products/services quoted awarded on the schedule contract by the time set for submission of the quote will result in the quote being ineligible for award.

NOTE: Contractors must provide pricing for the base period of one year and the two one-year option periods.

NOTE: Except as specified herein, the contractor's labor hour rates for each skill category under each CLIN must include all costs for labor, material and equipment necessary to perform the tasks required by this RFQ.

NOTE: Except as specified herein, the Contractor's FFP for each CLIN must include all costs for labor and material necessary to perform the tasks required by this RFQ.

NOTE: No Assumptions, Conditions, or Exceptions are permitted. Any response containing Assumptions, Conditions, or Exceptions will be rejected and is ineligible for award.

11.8 PART II - WRITTEN TECHNICAL QUOTE - CONTENTS

Each offeror shall submit all information described in the following paragraphs. The offeror shall provide an electronic copy containing all required sections of this Part.

Part II is the written Technical Portion and shall contain the following (page limitations are indicated in the parentheses following each item):

- a. Technical Approach (10 pages)
- b. Project Staffing Plan Table (no page limit)
- c. Key Personnel Qualification Matrix [limited to 5 pages for each Key Person (including any additional Key Personnel proposed by the offeror), not including the signed Letter of Commitment or applicable certifications]
- d. Corporate Experience (5 pages)

11.8.1 TECHNICAL APPROACH (10 pages)

The offeror shall clearly describe its technical methodology in fulfilling the technical requirements identified in the TOR. The offeror shall tailor the Technical Approach to achieve the objectives and requirements identified in Sections 2, 5, 7, and 9. The offeror's Quote shall be relevant to this RFQ and demonstrate an effective understanding of RFQ requirements.

METHODOLOGY. For this acquisition, the term “methodology” is defined as the system of practices, techniques, procedures and rules as required by this TO. This definition is based on the Project Management Institute’s Project Management Body of Knowledge. For the avoidance of doubt, the Government is seeking a coherent discussion of how the offeror proposes to meet its requirements, rather than a mere restatement of the requirements or a mere listing of what it proposes to do. The latter will not be deemed to constitute a methodology.

The contractor shall identify and describe the methodology and analytical techniques to be used in fulfilling the requirements identified in the solicitation. The contractor shall tailor the technical approach to achieve the requirements, objectives and goals as identified in the solicitation. The offeror shall describe its approach/methodology for:

a) Meeting the goals, objectives, conditions, and task requirements identified in Sections 2, 5, 7, and 9 of the RFQ. The methodology shall clearly identify the technical approach for all Tasks and how it will address the goals, objectives, conditions, and requirements of those Tasks.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

11.8.2 PROJECT STAFFING PLAN TABLE (No page limit)

The offeror shall provide a Project Staffing Plan Table in accordance with the Project Staffing Plan Table Template (**Section 9, Attachment E**). The submission shall contain all individuals (both Prime and Subcontractor employees, identified as such) that will be working on this effort. All Key Personnel proposed shall be identified in the Project Staffing Plan Table and available to begin work immediately on the Project Start Date.

If the names of all non-Key Personnel are not known prior to offer submission, the offeror may indicate “to be determined” (TBD) in the Project Staffing Plan Table. The names of non-Key Personnel are the only identifiers that may remain unspecified in the Project Staffing Plan Table. The names of all non-Key Personnel that can be provided shall be provided.

The offeror shall include all staff in each sheet of the staffing plan, regardless of whether there are hours proposed in that period.

The offeror shall ensure there is consistency in Level of Effort between the Staffing Plan provided in Part II and the Price Quote provided in Part I, being cognizant of rounding issues.

11.8.3 KEY PERSONNEL QUALIFICATION MATRIX (5 pages for each Key Person, not including the commitment letter)

The offeror shall submit a Key Personnel Qualification Matrix (KPQM) (**Section 9, Attachment B**) for each Key Person proposed relating the specialized experience identified in **Section 7.1** of this RFQ and the qualifications of the person or persons being proposed for that position. For those additional Key Personnel proposed by the offeror, the offeror shall identify the specialized experience and the corresponding qualifications for this

experience. Each Key Personnel Qualification Matrix shall be limited to 5 pages not including the signed Letter of Commitment.

The offeror shall represent the following:

- a. All Key Personnel meet the requirements of the PSS contract.
- b. All Key Personnel meet the requirements of the RFQ, including security clearance requirements.
- c. All Key Personnel named are available to begin work on the Project Start Date.
- d. Letter of Commitment, signed by each proposed Key Person at the Quote Part II submission due date.

11.8.4 Corporate Experience (5 pages per experience)

The offeror shall provide Corporate Experience for two (2) projects performed within the last three (3) years by the business unit that will perform this effort. Corporate Experience is required for the prime; it can be augmented by team members. These two projects shall be similar in size, scope, and complexity to the requirements identified in Section 2. The Corporate Experience information shall be submitted in the format provided in **Section 9, Attachment F** and each Corporate Experience is limited to five pages.

The offeror shall provide current POC information for each Corporate Experience provided and shall ensure that all of the POCs are aware that they may be contacted. The Government, at its discretion, may contact the POCs identified during the evaluation process.

Both projects shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements, Indefinite Delivery/Indefinite Quantity contracts) do not satisfy the Corporate Experience requirement unless submitted together with a TO similar in size, scope, and complexity to this requirement and awarded and performed under the vehicle.

11.8.5 TECHNICAL ASSUMPTIONS

NOTE: No Assumptions, Conditions, Exceptions are permitted. Any Quote containing Assumptions, Conditions, or Exceptions will be rejected and is ineligible for award.

11.9 Quotes must be submitted electronically via <https://web.itss.gsa.gov>. In order to submit a quote in ITSS your company must be registered. In order to register contact the ITSS Helpdesk at: 1 (877) 472-4877.

NOTE: FAILURE TO SUBMIT THE QUOTE IN ITSS WILL RESULT IN REJECTION OF THE QUOTE.

If the Quote is not received by 11:00 a.m. Eastern Time (ET) on the date stated in the SF1449, it will not be considered.

12. METHOD OF AWARD

The Government anticipates awarding a TO to the offeror whose quote is the most advantageous to the Government, price and other factors considered. Technical Quotes will be evaluated based on the factors below. All evaluation factors other than price, when combined, are significantly more important than price. Award may be made to other than the lowest priced quote.

This acquisition is being conducted under FAR 8.4. Principles and procedures of Subpart 15.3 do not apply. Accordingly, the Government reserves the right to do any or all of the following:

- a. Award on initial Quotes, without discussion.
- b. Clarification questions may include asking offerors to clarify their written technical Quotes. As a result, the Government may have communications with some, but not all, offerors; these communications, however, will be clarifications and not discussions. In these situations, the Government will consider the offeror's clarifying response(s) without allowing Quote revisions.
- c. After an offeror has been selected for award based upon a best value determination, the Government may negotiate a final reduced price. The negotiations will include reductions in profit/fee with the offeror selected for award in order to achieve the absolute best value for the Government. The Government may make award based on initial offers received or the Government may make award after clarifications of some aspects of the quote or discussions relative to price only.
- d. Have communications, ask clarifying questions, request corrections relative to minor errors in the cost quote, or request cost/price substantiating documentation to facilitate the Government's final evaluation of cost quotes with one or some offerors. These communications, clarifications, or requests for corrections or substantiating documentation will not materially change the offeror's quote in terms of conformance to TOR requirements, constitute discussions such as the removal of an unacceptable assumption, or materially change pricing.

Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001.

12.2 PRICE QUOTE EVALUATION

The offeror's written price quote (**Section 11.7, Part I, Tabs A through E**) will be evaluated to determine price realism and price reasonableness. A determination of price realism and price reasonableness will be made only if the offeror receives an overall technical rating of ACCEPTABLE or higher.

Any quote that is not within the total estimated LH and FFP range in Section 11.4 will not be considered by the Government for award. The quote will not be technically evaluated and will be ineligible for award. For quotes within the total estimate range in Section 11.4, any prices that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration.

12.2.1 Evaluation of pricing for FAR 52.217-8 Option to Extend Services

To determine a total evaluated price, the Government will take the price for all CLINs of the final option, determine a six-month value, and add the value to the sum of the base and all option periods. Offerors shall not submit a price for the potential six-month extension of services.

12.3 ORGANIZATIONAL CONFLICT OF INTEREST

Tab D will be evaluated to assess whether or not an actual or potential OCI exists as defined by FAR Part 9.5. If an actual or potential conflict of interest is identified that cannot be feasibly mitigated, avoided, or resolved in accordance with FAR Part 9.5, that offeror may be ineligible for award.

12.4 PRICE ASSUMPTIONS

NOTE: No Assumptions, Conditions, Exceptions are permitted. Any quote containing Assumptions, Conditions, or Exceptions will be rejected and is ineligible for award.

12.5 OVERTIME AND EXTENDED BILLING HOUR PRACTICES

The Government reserves the right to reject any quote that includes overtime or extended hours billing practices that adversely impact or affect the Government's requirements.

12.6 TECHNICAL EVALUATION FACTORS

The Government will evaluate technical quotes based on the following factors:

Factor 1: Technical Approach.

Factor 2: Key Personnel and Project Staffing as shown on the written Project Staffing Plan Table and Key Personnel Qualifications Matrix (KPQM).

Factor 3: Corporate Experience

The technical quote evaluation factors are listed in descending order of importance. Both technical factors combined are significantly more important than cost/price. The Government will arrive at a rating for the technical evaluation factors as a whole. The receipt of an evaluation rating of NOT ACCEPTABLE in any single Factor will result in the overall quote being determined NOT ACCEPTABLE and therefore ineligible for award.

Adjectives utilized in paragraphs 12.6.1 and 12.6.2 are defined as follows:

- a. Beneficial** – Producing good or helpful results or effects. Providing benefits.
- b. Clear** – Easy to understand.

- c. Relevant** – Specific to these requirements. Directly connected with the Government’s requirements, conditions, standard, and processes.
- d. Comprehensive** – Encompasses all aspects of the approach. Complete.
- e. Detailed** – Facilitates a full understanding of the proposed solution. Thorough. Includes minute details.
- f. Efficient** – Capable of producing results without waste of materials, time, or effort.
- g. Feasible** – Possible to do easily or conveniently within typical resource constraints.
- h. Practical** – Likely to succeed and be effective in actual practice.
- i. Quickly** – Promptly, rapidly, above normal speed.
- j. Effective** – Provides identifiable benefit to the Government relative to requirements.

12.6.1 FACTOR 1: TECHNICAL APPROACH

The Government will evaluate the Technical Approach factor based on consideration of the following.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The relevancy and comprehensiveness of the vendor’s proposed Technical Approach.
- b. The degree of effectiveness and efficiency of the vendor’s approach for meeting the goals, objectives, conditions, and task requirements of the RFQ.

12.6.2 FACTOR 2: KEY PERSONNEL AND PROJECT STAFFING

The Government will evaluate the Key Personnel and Project Staffing factor to include the information shown on the Project Staffing Plan Table/Key Personnel Qualifications Matrix based on consideration of the following.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The degree of relevance, comprehensiveness, and effectiveness of the stated qualifications, experience, skills, and roles of each of the named Key Personnel to meet the requirements of the RFQ and support the offeror’s technical and management approaches.
- b. The degree of relevance, comprehensiveness, and effectiveness of the proposed qualifications and roles of the non-Key Personnel, to meet the requirements of the RFQ and support the offeror’s technical and management approaches.
- c. The degree of relevance and effectiveness of the skills, experience, and qualifications of the proposed labor categories and level of effort for each RFQ task area.

12.6.3 FACTOR 3: CORPORATE EXPERIENCE

The Corporate Experience factor will be evaluated based on an overall (i.e., taken as a whole) consideration of the following.

These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The offeror's corporate experience reflects/identifies experience on projects that are similar in size, scope, and complexity to the requirements identified in Section 2 of the solicitation and to the offeror's solution.
- b. The offeror's corporate experience demonstrates that the offeror's roles and responsibilities are similar to its proposed roles and responsibilities for this RFQ.

12.7 TECHNICAL ASSUMPTIONS

NOTE: No Assumptions, Conditions, Exceptions are permitted. Any quote containing Assumptions, Conditions, or Exceptions will be rejected and is ineligible for award.

NOTHING ELSE TO FOLLOW